

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387147

| | | | |
|---|--|-----------------------|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Larsen & Bowman Holdings Ltd. | | 05/18/2016 | Limited Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Christian Brands, Inc. | | |
| Street Address: | 5226 S. 31st Place | | |
| City: | Phoenix | | |
| State/Country: | ARIZONA | | |
| Postal Code: | 85392 | | |
| Entity Type: | Corporation: ARIZONA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 74700818 | FANCY FRAMES | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6233218809 | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Phone: | 623-444-9791 | | |
| Email: | apopham@pophamlawgroup.com | | |
| Correspondent Name: | Amy J. Popham | | |
| Address Line 1: | 12725 W. Indian School Rd. | | |
| Address Line 2: | Ste E101 | | |
| Address Line 4: | Avondale, ARIZONA 85392 | | |
| ATTORNEY DOCKET NUMBER: | CHRI-001 | | |
| NAME OF SUBMITTER: | Amy J. Popham | | |
| SIGNATURE: | /Amy J. Popham/ | | |
| DATE SIGNED: | 06/08/2016 | | |
| Total Attachments: 6 | | | |
| source=Asset_Purchase_Agreement - LBH - CB#page1.tif | | | |
| source=Asset_Purchase_Agreement - LBH - CB#page2.tif | | | |
| source=Asset_Purchase_Agreement - LBH - CB#page3.tif | | | |

OP \$40.00 74700818

source=Asset_Purchase_Agreement - LBH - CB#page4.tif

source=Asset_Purchase_Agreement - LBH - CB#page5.tif

source=Asset_Purchase_Agreement - LBH - CB#page6.tif

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the 18th day of May, 2016 (the "Effective Date"), by and between **CHRISTIAN BRANDS, INC.**, an Arizona corporation ("CB"), and **LARSEN & BOWMAN HOLDINGS LTD.**, a limited corporation organized under the laws of British Columbia ("LBH"). CB and LBH are collectively sometimes referred to herein as the "Parties" or individually as a "Party."

RECITALS:

WHEREAS, LBH is a holding company that owns the Marks identified on Exhibit "A-1" attached hereto (the Marks identified on Exhibit "A-1" shall be referred to as the "Live Brands"), uses or has used the Marks identified on Exhibit "A-2" attached hereto (the Marks identified on Exhibit "A-2" shall be referred to as the "Dead Brands" and collectively with the Live Brands are referred to as the "Brands"), and owns certain related assets more fully described herein;

WHEREAS, the Brands were acquired or are in the process of being acquired by LBH from West Coast Toy, Ltd., a limited corporation organized under the laws of British Columbia ("WCT"). WCT acquired title to the Brands in the Chapter 7 bankruptcy of The Encore Group, Inc. in Case No. 11-22471 of the United States Bankruptcy Court, District of New Jersey pursuant to that certain Trademark and Goodwill Assignment entered into on or about February 9, 2012 (the "Assignment").

WHEREAS, after the Assignment of the Brands to WCT, WCT failed to maintain the Dead Brands by not filing certain required renewal affidavits, proof of use in commerce and other required documents and instruments with the United States Patent and Trademark Office (the "USPTO") within the required time period. Accordingly, the registration of the Dead Brands has lapsed.

WHEREAS, CB desires to purchase all of LBH's rights, title and interest in and to the Brands and the related assets more fully described herein, on and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties herein contained, the parties agree as follows:

AGREEMENT:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Contract" means any contract, agreement, instrument, license, lease, guaranty, indenture, mortgage, promissory note, sales or purchase order or other legally binding commitment of any kind or nature (whether written or oral).

2. Purchase of Subject Assets. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements hereinafter set forth, LBH hereby agrees to sell, assign, transfer, convey and deliver to CB and CB hereby agrees to purchase, acquire and accept from LBH, all of the right, title and interest of LBH in and to the Subject Assets. The Subject Assets shall be sold free and clear of all mortgages, liens, pledges, security interests, charges, and encumbrances of any nature whatsoever relating to indebtedness of LBH (collectively, "Liens"). The Subject Assets shall include only the following assets, properties and rights of LBH:

(a) All Intellectual Property including without limitation all assets on Disclosure Schedule 1.0,

(b) All tangible personal property owned by LBH that is used or held for used by LBH in connection with the Intellectual Property, or any goods or services manufactured, marketed, advertised, promoted, distributed, sold or offered for sale, or otherwise authorized, that incorporates the Intellectual Property ("Tangible Personal Property");

(c) All active, expired and/or canceled customer and vendor lists relating to the Brands;

(d) To the extent their transfer is permitted by law, all governmental license applications and registrations associated with the Intellectual Property, including without limitation all assets listed on Disclosure Schedule 1.0, and all domain name registrations associated with the Brands, including those listed on Disclosure Schedule 1.0;

(e) All goodwill relating to the Marks;

(f) All files, physical art files, CD's, DVD's, catalogs, samples, legal and other documents, sales information, instruments, papers, books and records used or held for use by LBH solely in connection with the Marks or the Subject Assets (collectively, the "Business Records"); and

(g) All causes of action, claims or rights of action against third parties arising from or based on the infringement, misappropriation, misuse or unauthorized use of the Intellectual Property.

3. Excluded Assets. Notwithstanding anything in this Agreement to the contrary, LBH shall not sell and CB shall not acquire any assets other than those specifically described in Section 2 above, including but not limited to any of the following assets and properties of LBH (the "Excluded Assets"):

(a) Cash balances, checking account balances, funds invested in savings, money market or other investment accounts, certificates of deposit, deposits, security deposits, change funds or other cash accounts of LBH;

10.6 Integration, Modification and Waiver. This Agreement, together with the then current Exhibits hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, representations and understandings, whether written or oral, of the parties, pertaining to such subject matter. No supplement, modification or amendment of this Agreement shall be binding unless in a writing specifically referencing an intent to so supplement, modify or amend this Agreement, which writing must be executed by all the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provisions of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless in a writing specifically referencing an intent to make such waiver executed by the party making the waiver.

10.7 Choice of Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with the laws of the state of Arizona applicable to agreements made and to be performed entirely within such state.

10.8 Severability. If any provision of this Agreement shall be prohibited by, or invalid under, applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidity the remainder of such provision or any remaining provisions of such agreements or instruments.

10.9 Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(The remainder of this page intentionally left blank)


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

"LBH"

"CB"

LARSEN & BOWMAN HOLDINGS LTD.
a limited corporation organized under laws of
British Columbia

CHRISTIAN BRANDS, INC.
an Arizona corporation

By: 
Print Name: Ayles Bowman
Title: Director

By: _____
Paul DiGiovanni
Its: President and CEO

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

"LBH"

LARSEN & BOWMAN HOLDINGS, LTD.
a limited corporation organized under laws of
British Columbia

By: _____
Print Name: _____
Title: _____

"CB"

CHRISTIAN BRANDS, INC.
an Arizona corporation


By:  _____
Paul DiGiovanni
Its: President and CEO

EXHIBIT "A-1"
SUBJECT ASSETS – LIVE BRANDS

| IP Name | Serial Number | Registration Number | Original Registration Date |
|-----------------|---------------|-------------------------|----------------------------|
| FANCY FRAMES* | 74700818* | 1971518* | 4/30/1996* |
| KENNEL CLUB | 86764933 | | |
| ANIMAL CLASSICS | 86764943 | | |
| LIVING STONE | 74693041 | 2050275 | 4/8/1997 |
| SNOW BUDDIES | 75621423 | 2323833 | 2/29/2000 |
| SNOW BUDDIES | 76392196 | 2927151 | 2/22/2005 |
| STONE GARDEN | 86864731 | | |
| STONE GARDEN | 74718022 | 1993370 | 8/13/1996 |
| THE MUG FACTORY | 75267278 | 2130734 | 1/20/1998 |
| UNITED DESIGN | 75458655 | 2292226 | 11/16/1999 |
| UNITEDESIGN | 73685974 | 1497752 | 7/26/1988 |
| FIGI | | TMA 620,910 (Canada) | |
| frame.ology | | 2156521 (UK) | |

*For FANCY FRAMES, the renewal deadline was 4/30/16. The grace period expires 10/30/16 and CB is responsible for renewing by such grace period to the extent it so desires.